

Contract Amendment # 3 /Renewal # 3

This is an Amendment/Renewal to the Contract QPA #9538 entered into by and between **IDOA/Procurement** (hereinafter referred to as "State") and **Safety Kleen Oil Recovery** (hereinafter referred to as "Contractor") dated **6/16/2005**. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

To replace the existing Compliance with Laws, Information Technology Accessibility, and Payments clauses with the following:

Compliance with Laws

- A. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.
- B. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.
- C. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

- (1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are subject of this Contract except as permitted by IC 4-13-2-20.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated 6/16/2005 to include the above named amendment. The contract term shall commence on 6/16/2005 and shall terminate on 6/15/2007.

Price Changes:

<u>Qty.</u>	<u>Item #</u>	<u>Description</u>	<u>Old Price</u>	<u>New Price</u>
10 cs	000000000100005969	Auto. Trans Fl. District 10	15.65	16.50
2 dru	000000000100005970	Auto. Trans Fl. District 10	227.35	271.20
2 dru	000000000100005971	SAE 10W30 District 10	205.60	248.10
22 cs	000000000100005972	SAW 10W30 District 10	14.69	15.10
2 dru	000000000100005973	SAE 15W40 District 10	220.45	271.20
10 cs	000000000100005974	SAE 15W40 District 10	15.64	16.40
6 dru	000000000100005975	SAE 5W30 District 10	230.50	294.20
12 cs	000000000100005976	SAE 5W30 District 10	16.29	17.70
2 dru	000000000100005977	Re-refined Oil 30W District 10	202.25	256.85
500gal	000000000100005978	Re-refined Oil 5W30 District 10	3.81	4.90
1 gal	000000000100005979	Re-refined Oil 15W40 District 10	3.62	4.50
2 dru	000000000100005980	Lt Hydro Oil AW32 District 10	165.15	198.60
1 dru	000000000100005981	Med. Hydro Oil AW46 District 10	165.15	198.60
1 dru	000000000100005982	Tractor Fluid District 10	215.25	251.35
242 cs	000000000100005983	Auto Trans Fl, Dextron II Dist 20	15.65	16.50
4 dru	000000000100005984	Auto Trans Fl, Dextron II Dist 20	227.35	271.20
13 dru	000000000100005985	SAE 10W30 District 20	205.60	248.10
406 cs	000000000100005986	SAE 10W30 District 20	14.69	15.10
67 dru	000000000100005987	SAE 15W40 District 20	220.45	271.20

238 cs	000000000100005988	SAE 15W40 District 20	15.64	16.40
5 dru	000000000100005989	SAE 5W30 District 20	230.50	294.20
12 cs	000000000100005990	SAE 5W30 District 20	16.29	17.70
2 dru	000000000100005991	Re-refined Oil 30W District 20	202.25	256.85
1 gal	000000000100005992	Re-refined Oil 5W30 District 20	3.81	4.90
1 gal	000000000100005993	Re-refined Oil 15W40 District 20	3.62	4.50
45 dru	000000000100005994	Lt Hydro Oil AW32 District 20	165.15	198.60
21 dru	000000000100005995	Med. Hydro Oil AW46 District 20	165.15	198.60
6 dru	000000000100005996	Tractor Fluid District 20	215.25	251.35
621 cs	000000000100005997	Auto Trans Fl, Dextron II Dist 30	15.65	16.50
23 dru	000000000100005998	Auto Trans Fl, Dextron II Dist 30	227.35	271.20
2 dru	000000000100005999	SAE 10W30 District 30	205.60	248.10
50 cs	000000000100006000	SAW 10W30 District 30	14.69	15.10
126dru	000000000100006001	SAE 15W40 District 30	220.45	271.20
787 cs	000000000100006002	SAE 15W40 District 30	15.64	16.40
8 dru	000000000100006003	SAE 5W30 District 30	230.50	294.20
2 cs	000000000100006004	SAE 5W30 District 30	16.29	17.70
2 dru	000000000100006005	Re-fined Oil 30W District 30	202.25	256.85
1 gal	000000000100006006	Re-fined Oil 5W30 District 30	3.81	4.90
1 gal	000000000100006007	Re-fined Oil 15W40 District 30	3.62	4.50
71 dru	000000000100006008	Lt. Hydro Oil AW32 District 30	165.15	198.60
35 dru	000000000100006009	Med. Hydro Oil AW46 District 30	165.15	198.60
17 dru	000000000100006010	Tractor Fluid District 30	215.25	251.35
196 cs	000000000100006011	Auto Trans Fl, Dextron II Dist 40	15.65	16.50
12 dru	000000000100006012	Auto Trans Fl, Dextron II Dist 40	227.35	271.20
2 dru	000000000100006013	SAE 10W30 District 40	205.60	248.10
176 cs	000000000100006014	SAW 10W30 District 40	14.69	15.10
74 dru	000000000100006015	SAE 15W40 District 40	220.45	271.20
1,207 cs	000000000100006016	SAE 15W40 District 40	15.64	16.40
13 dru	000000000100006017	SAE 5W30 District 40	230.50	294.20
107 cs	000000000100006018	SAE 5W30 District 40	16.29	17.70
2 dru	000000000100006019	Re-refined Oil 30W Dist 40	202.25	256.85
1 gal	000000000100006020	Re-refined Oil 5W30 District 40	3.81	4.90
1 gal	000000000100006021	Re-refined Oil 15W40 Dist 40	3.62	4.50
2 dru	000000000100006022	Lt. Hydro Oil AW32 Dist 40	165.15	198.60
62 dru	000000000100006023	Med. Hydro Oil AW46 Dist 40	165.15	198.60
5 dru	000000000100006024	Tractor Fluid District 40	215.25	251.35
11 cs	000000000100006025	Auto Trans Fl, Dextron II Dist 50	15.65	16.50
24 dru	000000000100006026	Auto Trans Fl, Dextron II Dist 50	227.35	271.20
2 dru	000000000100006027	SAE 10W30 District 50	205.60	248.10
40 cs	000000000100006028	SAW 10W30 District 50	14.69	15.10
2 dru	000000000100006029	SAE 15W40 District 50	220.45	271.20
4,790 cs	000000000100006030	SAE 15W40 District 50	15.64	16.40
6 dru	000000000100006032	SAE 5W30 District 50	230.50	294.20
10 cs	000000000100006033	SAE 5W30 District 50	16.29	17.70
2 dru	000000000100006034	Re-refined Oil 30W District 50	202.25	256.85
1 gal	000000000100006035	Re-refined Oil 5W30 District 50	3.81	Delete this line
18 gal	000000000100006036	Re-refined Oil 15W40 District 50	3.02	Delete this line
1 dru	000000000100006037	Lt. Hydro Oil AW32 District 50	165.15	198.60
10 dru	000000000100006038	Med. Hydro Oil AW46 District 50	165.15	198.60

1 dru	000000000100006039	Tractor Fluid District 50	215.25	251.35
10 cs	000000000100006040	Auto Trans FI, Dextron II Dist 60	15.65	16.50
13 dru	000000000100006041	Auto Trans FI, Dextron II Dist 60	227.35	271.20
25 dru	000000000100006042	SAE 10W30 District 60	205.60	248.10
20 cs	000000000100006043	SAW 10W30 District 60	14.69	15.10
69 dru	000000000100006044	SAE 15W40 District 60	220.45	271.20
73 cs	000000000100006045	SAE 15W40 District 60	15.64	16.40
12 dru	000000000100006046	SAE 5W30 District 60	230.50	294.20
18 cs	000000000100006047	SAE 5W30 District 60	16.29	17.70
1 dru	000000000100006048	Re-refined Oil 30W District 60	202.25	256.85
1 gal	000000000100006049	Re-refined Oil 5W30 District 60	3.81	Delete this line
1 gal	000000000100006050	Re-refined Oil 15W40 District 60	3.62	Delete this line
11 dru	000000000100006051	Lt. Hydro FI, AW32 District 60	165.15	198.60
16 dru	000000000100006052	Med. Hydro FI, AW46 District 60	165.15	198.60
18 dru	000000000100006053	Tractor Fluid District 60	215.25	251.35

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:
Signature: [Signature]
Printed Name: William J. Swenson
Title: Director of Information Systems
Date: 5/30/06

State of Indiana Agency:
Signature: [Signature]
Printed Name: CINDI ATKINSON
Title: SR. PROCUREMENT Administrator
Date: 6/2/06

Indiana Office of Technology
N/A
Karl B. Browning
Chief Information Officer
Date: _____

State Budget Agency
N/A
Charles E. Schalliol
Director
Date: _____

Department of Administration
[Signature]
Carrie Henderson
Commissioner
Date: 6/12/06

Office of the Attorney General
[Signature]
Stephen Carter
Attorney General
Date: 6/15/06